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Ford Greene
California State Bar No. 107601
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG and
THE GERALD ARMSTRONG CORPORATION

FILED

OCT 28 1993

HOWARD HANSON
MARIN COUNTY CLERK
BY D. ROSS, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

RECEIVED

OCT 28 1993

CHURCH OF SCIENTOLOGY INTERNATIONAL,)
a California not-for-profit)
religious corporation,)
)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
a California for-profit)
corporation; DOES 1 through 100,)
inclusive,)
)
Defendants.)
)
_____)

No. 157 680 **HUB LAW OFFICES**

**DEFENDANTS' EVIDENCE
IN SUPPORT OF DEFENDANTS'
MOTION TO STAY PENDING
COORDINATION PROCEEDINGS**

Date: November 12, 1993
Time: 9:00 a.m.
Dept: One
Trial Date: None Set

VOLUME ONE

COPY

INDEX TO EXHIBITS

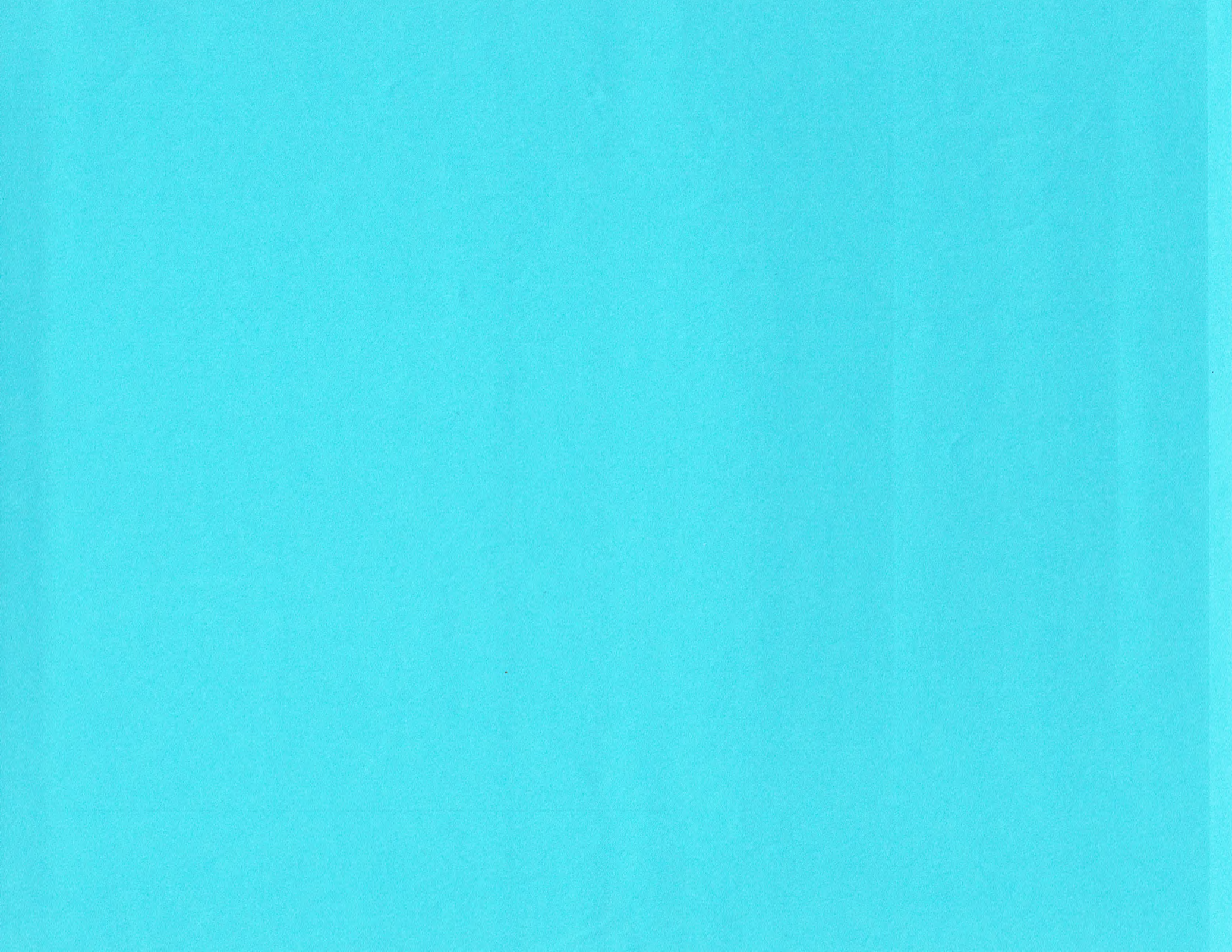
Volume One

EXHIBIT 1: Declaration of Ford Greene Authenticating Documents in litigation between Scientology and Gerald Armstrong.

Exhibit 1 (a): Subpoena Duces Tecum to The Gerald Armstrong Corporation dated June 5, 1992, in Church of Scientology International v. Armstrong, Los Angeles County Superior Court, Case No. BC 052 395 ("Armstrong II");

Exhibit 1 (b): Second Request for Production of Documents dated March 8, 1993 in Armstrong II;

Exhibit 1 (c): First Request for Production of Documents dated October 10, 1993, in Church of Scientology International v. Armstrong, Los Angeles County Superior Court, Case No. BC 084 642 ("Armstrong III");



1 Ford Greene
California State Bar No. 107601
2 HUB LAW OFFICES
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: (415) 258-0360

4 Attorney for Defendant
5 GERALD ARMSTRONG and
THE GERALD ARMSTRONG CORPORATION
6

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN

10 CHURCH OF SCIENTOLOGY INTERNATIONAL,)
11 a California not-for-profit)
religious corporation,)

12 Plaintiff,)

13 vs.)

14 GERALD ARMSTRONG; MICHAEL WALTON;)
15 THE GERALD ARMSTRONG CORPORATION,)
a California for-profit)
16 corporation; DOES 1 through 100,)
inclusive,)

17 Defendants.)

No. 157 680

DECLARATION OF FORD GREENE
IN SUPPORT OF MOTION FOR
STAY PENDING COORDINATION
PROCEEDINGS

18 Date: November 12, 1993
Time: 9:00 a.m.
Dept: One
19 Trial Date: None Set

20 FORD GREENE declares:

21 1. I am an attorney licensed to practice law in the Courts
22 of the State of California and am the attorney of record for
23 GERALD ARMSTRONG, and THE GERALD ARMSTRONG CORPORATION, defendants
herein.

24 2. I am also the attorney of record for said defendants in
25 Church of Scientology International v. Armstrong, L.A.S.C. No. BC
26 052 395 ("Armstrong II") and in the appeal of a preliminary
27 injunction in that case for which notice was filed on July 30,
28

1 1992, in Second District Court of Appeal, case No. B 069 450.
2 Additionally, I am the attorney of record for defendants in
3 Church of Scientology International v. Armstrong, Los Angeles
4 County Superior Court, Case No. BC 084 642 ("Armstrong III"),

5 3. Attached hereto and incorporated herein are true and
6 correct copies of documents the authenticity of which I know
7 because I am the attorney of record in the litigation in which
8 they were filed. Said documents are designated as follows:

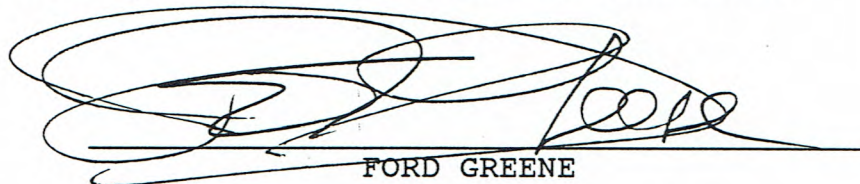
9 Exhibit 1 (a): Subpoena Duces Tecum to The Gerald
10 Armstrong Corporation dated June 5, 1992,
11 in Church of Scientology International v.
12 Armstrong, Los Angeles County Superior
13 Court, Case No. BC 052 395 ("Armstrong
14 II");

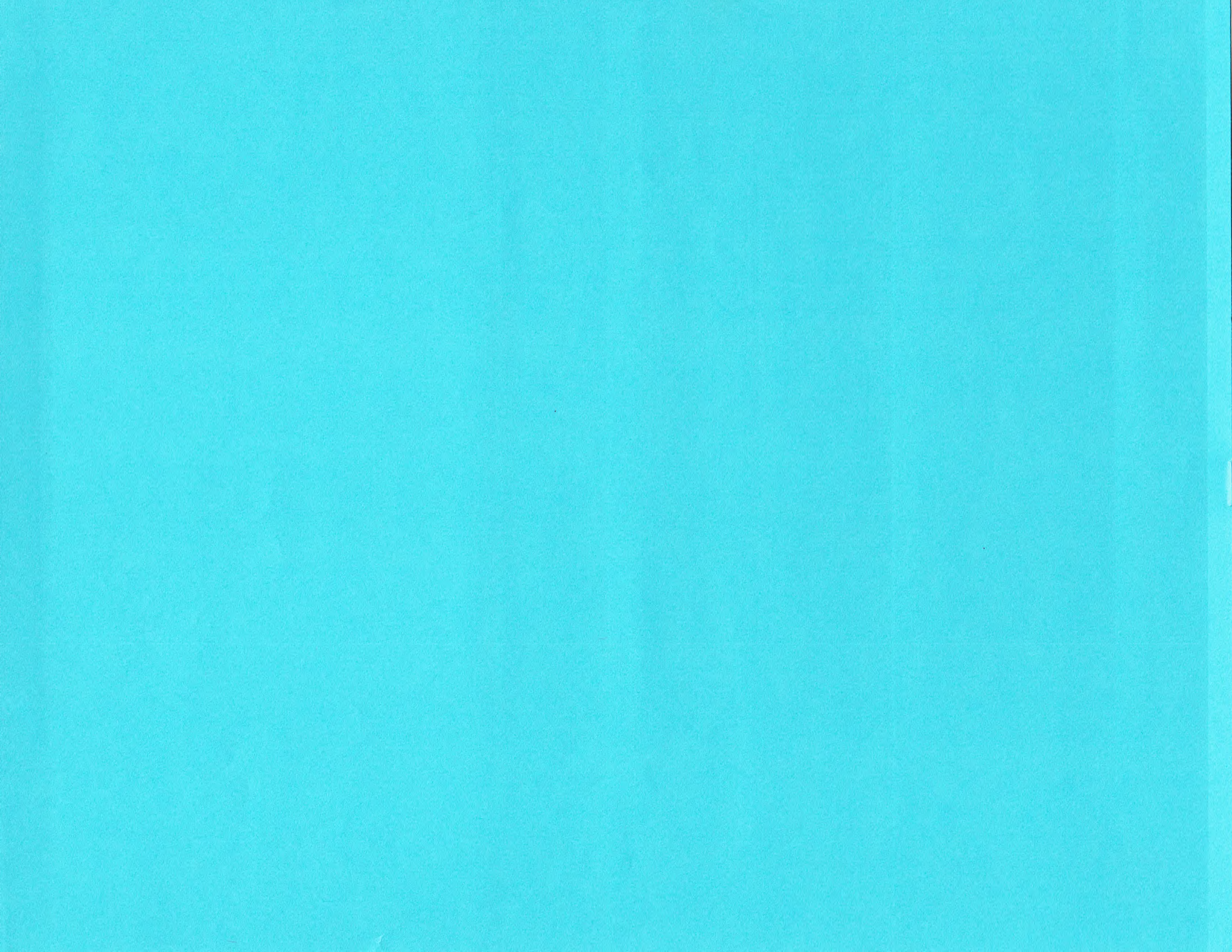
15 Exhibit 1 (b): Second Request for Production of
16 Documents dated March 8, 1993 in
17 Armstrong II;

18 Exhibit 1 (c): First Request for Production of Documents
19 in dated October 10, 1993, Church of
20 Scientology International v. Armstrong,
21 Los Angeles County Superior Court, Case
22 No. BC 084 642 ("Armstrong III");

23 Under penalty of perjury pursuant to the laws of the State of
24 California I hereby declare that the foregoing is true and correct
25 according to my first-hand knowledge, except those matters stated
26 to be on information and belief, and as to those matters, I
27 believe them to be true.

28 Executed on October 28, 1993, at San Anselmo, California


FORD GREENE



Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450, San Francisco, CA 94104
ATTORNEY FOR (NAME):

Return name of court, judicial district or branch court, if any, and post office and street address:

Los Angeles Superior Court
11 NORTH HILL STREET
Los Angeles, CA 90012 Mailing address: Box 151, Los Angeles, CA 90053

PLAINTIFF:
Church of Scientology International, a California not-for-profit religious corporation

RECEIVED
JUN 04 1992
HUB LAW OFFICES

DEFENDANT:
Gerald Armstrong and DOES 1 THROUGH 25, INCLUSIVE,

CASE NUMBER:
BC 052395

CIVIL SUBPENA COURT DEPOSITION
 DUCES TECUM OTHER (specify):

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (NAME):

DESIGNATED REPRESENTATIVE OF GERALD ARMSTRONG CORPORATION

1. YOU ARE ORDERED TO APPEAR AS A WITNESS in this action as follows unless you make a special agreement with the person named in item 3:

a. Date: JUNE 24, 1992 Time: 10:00 A.M. Dept.: Div.: Room:
b. Address: 235 MONTGOMERY, SUITE 450, SAN FRANCISCO, CA 94104

2. and you are

- a. ordered to appear in person.
- b. not required to appear in person if you produce the records described in the accompanying affidavit in compliance with Evidence Code sections 1560 and 1561.
- c. ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized pursuant to subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena.
- d. ordered to designate one or more persons to testify on your behalf as to the matters described in the accompanying statement. (Code of Civil Procedure section 2019(a)(6).)

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE ATTORNEY REQUESTING THIS SUBPENA, NAMED ABOVE, OR THE FOLLOWING PERSON, BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

a. Name: _____ b. Telephone number: _____

4. WITNESS FEES: You are entitled to receive witness fees and mileage actually traveled, as provided by law, if you request them BEFORE your scheduled appearance. Request them from the person named in Item 3.

5. If this subpoena requires your attendance at proceedings out of court and you refuse to answer questions or sign as required by law, you must attend a court hearing at a time to be fixed by the person conducting such proceedings.

6. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: _____ Clerk of the Court, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

For Court Use Only

Dated: 6/4/92

Andrew H. Wilson
(Signature of person issuing subpoena)

ANDREW H. WILSON

(Type or print name)

ATTORNEYS FOR PLAINTIFF

(Title)

(See reverse for proof of service)

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY OF)
18 INTERNATIONAL, a California not-)
19 for-profit religious corporation;)

Case No. BC 052395

NOTICE OF TAKING THE
DEPOSITION OF THE GERALD
ARMSTRONG CORPORATION

20 Plaintiff,

21 vs.

22 GERALD ARMSTRONG and DOES 1)
23 through 25, inclusive,)
24)
25)
26)
27)
28)

Defendants.

TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

PLEASE TAKE NOTICE that, pursuant to subpoena duces tecum,
plaintiff, Church of Scientology International, will take the
deposition of the designated representative of the Gerald
Armstrong Corporation on Wednesday, June 24, 1992, at 10:00
a.m., at the law offices of Wilson, Ryan & Campilongo, 235
Montgomery Street, Suite 450, San Francisco, California 94104.

1 This deposition will be taken before a certified shorthand
2 reporter and Notary Public, or other such person authorized to
3 administer oaths who may be present at such time and place. The
4 deposition shall continue from day to day, excluding weekends and
5 holidays, until completed. Pursuant to Section 2025(1) of the
6 Code of Civil Procedure, plaintiff hereby gives notice of its
7 intent to videotape said deposition.

8 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2025()
9 of the Code of Civil Procedure, plaintiff demands that the
10 deponent produce at the deposition the documents described in
11 Exhibit A to the subpoena attached hereto.

12 Dated: June 4, 1992

WILSON, RYAN & CAMPILONGO

13
14 By: 

Andrew H. Wilson

15 Laurie J. Bartilson
16 BOWLES & MOXON

17 Attorneys for Plaintiff
18 CHURCH OF SCIENTOLOGY
INTERNATIONAL
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EXHIBIT A

A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

1 4. The term "you" as used herein means the Gerald Armstrong
2 Corporation, its employees, agents, representatives, attorneys,
3 or assigns.

4 5. If in response to this deposition subpoena you decline
5 or refuse to produce any document based upon a claim of
6 privilege, at the time of production of these records, you are to
7 state in writing with respect to each such document the
8 following:

9 (a) An identification of the document with
10 reasonable specificity and particularity, including its
11 nature (memo, letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of
14 privilege is based or which supports said claim;

15 (d) With respect to each person who was present at
16 the time the document was prepared:

17 (1) Their name and last known business and
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity
20 at the time that the document was prepared;

21 (e) With respect to each individual and entity to
22 whom the original or a copy of the document was sent:

23 (1) their name and last known business and
24 residential addresses and telephone numbers; and

25 (2) Their employer and job title or capacity
26 at the time that the original or the copy of the
27 document was sent to them;

28 (3) The date(s) when the document or copy was

1 sent; and

2 (4) By whom the document or copy was sent;

3 (f) With respect to each individual and entity who
4 to the best of your knowledge, information or belief
5 has seen the original or any copy of the document:

6 (1) Their name and last known business and
7 residential addresses and telephone numbers;

8 (2) Their employer and job title or capacity
9 at the time the document or copy was seen by them; and

10 (3) The date(s) when the document or copy was
11 seen by them;

12 (g) With respect to each individual or entity who
13 to the best of your knowledge, information or belief
14 had possession or custody of the original or any copy
15 of the document:

16 (1) The name and last known business and
17 residential addresses and telephone numbers;

18 (2) The inclusive dates during which they had
19 possession or custody of the document or copy; and

20 (3) Their employer and job title or capacity
21 at the time that they had possession of the document or
22 copy; and

23 (h) Identify with reasonable specificity and
24 particularity each document which refers to, discusses,
25 analyzes, or comments upon the document which you claim
26 is privileged, or which contains any and all of its
27 contents.

28 B. DOCUMENTS AND THINGS TO BE PRODUCED:

1 1. All documents in your possession which in any way
2 discuss, mention, concern, relate or refer to the Church of
3 Scientology International, the Religious Technology Center, L.
4 Ron Hubbard, any Church of Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986, a copy of which is attached to the Complaint in this action
8 as Exhibit A;

9 2. All documents obtained by you from plaintiff or from
10 any of the entities or individuals listed or referred to in
11 paragraph 1 "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A;

14 3. All documents which relate to or concern Gerald
15 Armstrong's legal disputes with plaintiff, Religious Technology
16 Center or Church of Scientology of California, including, without
17 limitation, correspondence, memoranda, notes, invoices, billing
18 slips, tape recordings, videotapes or records of any kind;

19 4. All correspondence of any kind received by you from
20 Gerald Armstrong, his employees, agents, representatives,
21 attorneys, officers, directors or assigns, after December 6,
22 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed or referred to in paragraph 1 of
24 the "Mutual Release of All Claims and Settlement Agreement" of
25 December, 1986, a copy of which is attached to the Complaint in
26 this action as Exhibit A;

27 5. All correspondence of any kind which you sent to Gerald
28 Armstrong, his employees, agents, representatives, attorneys,

1 officers, directors or assigns, after December 6, 1986, which
2 relates to or concerns the plaintiff or any of the entities or
3 individuals listed or referred to in paragraph 1 of the "Mutual
4 Release of All Claims and Settlement Agreement" of December,
5 1986, a copy of which is attached to the Complaint in this action
6 as Exhibit A;

7 6. All documents which relate to or concern Joseph A.
8 Yanny's legal disputes with plaintiff, Religious Technology
9 Center or Church of Scientology of California, including, without
10 limitation, correspondence, memoranda, notes, invoices, billing
11 slips, tape recordings, videotapes or records of any kind;

12 7. All correspondence of any kind received by you from
13 Joseph A. Yanny, or Joseph A. Yanny, P.C., their employees,
14 agents, representatives, attorneys, officers, directors or
15 assigns, after December 6, 1986, which relates to or concerns the
16 plaintiff or any of the entities or individuals listed or
17 referred to in paragraph 1 of the "Mutual Release of All Claims
18 and Settlement Agreement" of December, 1986, a copy of which is
19 attached to the Complaint in this action as Exhibit A;

20 8. All correspondence of any kind which you sent to Joseph
21 A. Yanny, or Joseph A. Yanny, P.C., their employees, agents,
22 representatives, attorneys, officers, directors or assigns, after
23 December 6, 1986, which relates to or concerns the plaintiff or
24 any of the entities or individuals listed or referred to in
25 paragraph 1 of the "Mutual Release of All Claims and Settlement
26 Agreement" of December, 1986, a copy of which is attached to the
27 Complaint in this action as Exhibit A;

28 9. All documents which relate to or concern Vicki or

1 Richard Aznaran's legal disputes with plaintiff or Religious
2 Technology Center, including, without limitation, correspondence,
3 memoranda, notes, invoices, billing slips, tape recordings,
4 videotapes or records of any kind;

5 10. All correspondence of any kind received by you from
6 Vicki or Richard Aznaran, their employees, agents,
7 representatives, attorneys, officers, directors or assigns, after
8 December 6, 1986, which relates to or concerns the plaintiff or
9 any of the entities or individuals listed or referred to in
10 paragraph 1 of the "Mutual Release of All Claims and Settlement
11 Agreement" of December, 1986, a copy of which is attached to the
12 Complaint in this action as Exhibit A;

13 11. All correspondence of any kind which you sent to Vicki
14 or Richard Aznaran, their employees, agents, representatives,
15 officers, attorneys, directors or assigns, after December 6,
16 1986, which relates to or concerns the plaintiff or any of the
17 entities or individuals listed or referred to in paragraph 1 of
18 the "Mutual Release of All Claims and Settlement Agreement" of
19 December, 1986, a copy of which is attached to the Complaint in
20 this action as Exhibit A;

21 12. All documents which relate to or concern Bent Corydon's
22 legal disputes with plaintiff or any of the entities or
23 individuals listed or referred to in paragraph 1 of the "Mutual
24 Release of All Claims and Settlement Agreement" of December,
25 1986, a copy of which is attached to the Complaint in this action
26 as Exhibit A, including, without limitation, correspondence,
27 memoranda, notes, invoices, billing slips, tape recordings,
28 videotapes or records of any kind;

1 13. All correspondence of any kind received by you from
2 Bent Corydon or Mary Corydon, their employees, agents,
3 representatives, attorneys, officers, directors or assigns,
4 after December 6, 1986, which relates to or concerns the
5 plaintiff or any of the entities or individuals listed or
6 referred to in paragraph 1 of the "Mutual Release of All Claims
7 and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 14. All correspondence of any kind which you sent to Bent
10 Corydon or Mary Corydon, their employees, agents,
11 representatives, attorneys, officers, directors or assigns, after
12 December 6, 1986, which relates to or concerns the plaintiff or
13 any of the entities or individuals listed or referred to in
14 paragraph 1 of the "Mutual Release of All Claims and Settlement
15 Agreement" of December, 1986, a copy of which is attached to the
16 Complaint in this action as Exhibit A;

17 15. All documents which relate to or concern Steven
18 Hunziker, Kate Schuchmann or Virginia Sanders' legal disputes
19 with plaintiff or any of the entities or individuals listed or
20 referred to in paragraph 1 of the "Mutual Release of All Claims
21 and Settlement Agreement" of December, 1986, a copy of which is
22 attached to the Complaint in this action as Exhibit A, including,
23 without limitation, correspondence, memoranda, notes, invoices,
24 billing slips, tape recordings, videotapes or records of any
25 kind;

26 16. All correspondence of any kind which you received from
27 Steven Hunziker, Kate Schuchmann or Virginia Sanders, their
28 employees, agents, representatives, attorneys, officers,

1 directors or assigns, after December 6, 1986, which relates to or
2 concerns the plaintiff or any of the entities or individuals
3 listed or referred to in paragraph 1 of the "Mutual Release of
4 All Claims and Settlement Agreement" of December, 1986, a copy of
5 which is attached to the Complaint in this action as Exhibit A;

6 17. All correspondence of any kind which you sent to Steven
7 Hunziker, Kate Schuchmann or Virginia Sanders, their employees,
8 agents, attorneys, representatives, officers, directors or
9 assigns, after December 6, 1986, which relates to or concerns the
10 plaintiff or any of the entities or individuals listed or
11 referred to in paragraph 1 of the "Mutual Release of All Claims
12 and Settlement Agreement" of December, 1986, a copy of which is
13 attached to the Complaint in this action as Exhibit A;

14 18. All documents which relate to or concern the Cult
15 Awareness Network, Priscilla Coates, Cynthia Kisser or Dennis
16 Erlich, including, without limitation, correspondence, memoranda,
17 notes, invoices, billing slips, tape recordings, videotapes or
18 records of any kind;

19 19. All correspondence of any kind which you received from
20 the Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
21 Dennis Erlich, their employees, agents, attorneys,
22 representatives, officers, directors or assigns, after December
23 6, 1986, which relates to or concerns the plaintiff or any of the
24 entities or individuals listed or referred to in paragraph 1 of
25 the "Mutual Release of All Claims and Settlement Agreement" of
26 December, 1986, a copy of which is attached to the Complaint in
27 this action as Exhibit A;

28 20. All correspondence of any kind which you sent to the

1 Cult Awareness Network, Priscilla Coates, Cynthia Kissner, or
2 Dennis Erlich, their employees, agents, attorneys,
3 representatives, officers, directors or assigns, after December
4 6, 1986, which relates to or concerns the plaintiff or any of the
5 entities or individuals listed or referred to in paragraph 1 of
6 the "Mutual Release of All Claims and Settlement Agreement" of
7 December, 1986, a copy of which is attached to the Complaint in
8 this action as Exhibit A;

9 21. All correspondence of any kind which you received from
10 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
11 William Darden or Marie Cawley, their employees, agents,
12 representatives, officers, directors or assigns, after December
13 6, 1986, which relates to or concerns the plaintiff or any of the
14 entities or individuals listed or referred to in paragraph 1 of
15 the "Mutual Release of All Claims and Settlement Agreement" of
16 December, 1986, a copy of which is attached to the Complaint in
17 this action as Exhibit A;

18 22. All correspondence of any kind which you sent to
19 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
20 William Darden or Marie Cawley, their employees, agents,
21 representatives, officers, directors or assigns, after December
22 6, 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed or referred to in paragraph 1 of
24 the "Mutual Release of All Claims and Settlement Agreement" of
25 December, 1986, a copy of which is attached to the Complaint in
26 this action as Exhibit A;

27 23. All documents which relate to or concern David Mayo's
28 legal disputes with plaintiff or any of the entities or

1 individuals listed in paragraph 1 of the "Mutual Release of All
2 Claims and Settlement Agreement" of December, 1986, a copy of
3 which is attached to the Complaint in this action as Exhibit A,
4 including, without limitation, correspondence, memoranda, notes,
5 invoices, billing slips, tape recordings, videotapes or records
6 of any kind;

7 24. All correspondence of any kind which you received from
8 David Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the
9 Church of the New Civilization, John Nelson, Harvey Haber, Vivien
10 Zegel or Dede Reisdorf, their employees, agents, attorneys,
11 representatives, officers, directors or assigns, after December
12 6, 1986, which relates to or concerns the plaintiff or any of the
13 entities or individuals listed in paragraph 1 of the "Mutual
14 Release of All Claims and Settlement Agreement" of December,
15 1986, a copy of which is attached to the Complaint in this action
16 as Exhibit A;

17 25. All correspondence of any kind which you sent to David
18 Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the Church
19 of the New Civilization, John Nelson, Harvey Haber, Vivien Zegel
20 or Dede Reisdorf, their employees, agents, representatives,
21 attorneys, officers, directors or assigns, after December 6,
22 1986, which relates to or concerns the plaintiff or any of the
23 entities or individuals listed in paragraph 1 of the "Mutual
24 Release of All Claims and Settlement Agreement" of December,
25 1986, a copy of which is attached to the Complaint in this action
26 as Exhibit A;

27 26. All documents which relate to or concern Larry
28 Wollersheim's legal disputes with plaintiff or any of the

1 entities or individuals listed in paragraph 1 of the "Mutual
2 Release of All Claims and Settlement Agreement" of December,
3 1986, a copy of which is attached to the Complaint in this action
4 as Exhibit A, including, without limitation, correspondence,
5 memoranda, notes, invoices, billing slips, tape recordings,
6 videotapes or records of any kind;

7 27. All correspondence of any kind received from Larry
8 Wollersheim, his employees, agents, attorneys, representatives,
9 officers, directors or assigns, after December 6, 1986, which
10 relates to or concerns the plaintiff or any of the entities or
11 individuals listed in paragraph 1 of the "Mutual Release of All
12 Claims and Settlement Agreement" of December, 1986, a copy of
13 which is attached to the Complaint in this action as Exhibit A;

14 28. All correspondence of any kind which you sent to Larry
15 Wollersheim, his employees, agents, representatives, officers,
16 directors or assigns, after December 6, 1986, which relates to or
17 concerns the plaintiff or any of the entities or individuals
18 listed in paragraph 1 of the "Mutual Release of All Claims and
19 Settlement Agreement" of December, 1986, a copy of which is
20 attached to the Complaint in this action as Exhibit A;

21 29. All correspondence of any kind which you received from
22 John Clifton Elstead, John C. Rogalski, Nancy Miller or James
23 Rummond, their employees, agents, representatives, officers,
24 directors or assigns, after December 6, 1986, which relates to or
25 concerns the plaintiff or any of the entities or individuals
26 listed or referred to in paragraph 1 of the "Mutual Release of
27 All Claims and Settlement Agreement" of December, 1986, a copy of
28 which is attached to the Complaint in this action as Exhibit A;

1 30. All correspondence of any kind which you sent to John
2 Clifton Elstead, John C. Rogalski, Nancy Miller or James Rummond,
3 their employees, agents, representatives, officers, directors or
4 assigns, after December 6, 1986, which relates to or concerns the
5 plaintiff or any of the entities or individuals listed or
6 referred to in paragraph 1 of the "Mutual Release of All Claims
7 and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 31. All documents which mention, concern, relate or refer
10 to plaintiff or any of the entities or individuals listed in
11 paragraph 1 of the "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A, which you delivered at any
14 time to Ford Greene or John Elstead, provided, however, that this
15 request shall not be construed to request documents which
16 comprise attorney-client communications or attorney work product;

17 32. Any book, manuscript or other literary work written by
18 you in any form, whether in handwritten form, typed or printed
19 manuscript form, galley proofs, on computer disk, which concern
20 in any way your experiences with plaintiff or any of the entities
21 or individuals listed or referred to in paragraph 1 of the
22 "Mutual Release of All Claims and Settlement Agreement" of
23 December, 1986, a copy of which is attached to the Complaint in
24 this action as Exhibit A, or with the Internal Revenue Service,
25 or which in any way refer to any Church of Scientology, the
26 Scientology religion, any member of any Church of Scientology,
27 any of the entities or individuals listed or referred to in
28 paragraph 1 of the "Mutual Release of All Claims and Settlement

1 Agreement" of December, 1986, a copy of which is attached to the
2 Complaint in this action as Exhibit A, or to the Internal Revenue
3 Service;

4 33. Any document of any kind, including receipts, cancelled
5 checks, invoices, billings or other documents referring to or
6 reflecting in any manner on the payment to you of money, from
7 December, 1986 until the present, by Joseph A. Yanny, Joseph A.
8 Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
9 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David
10 Parker, Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle,
11 Richard Wynne, Cummins & White, Bent Corydon, Paul Morantz,
12 Richard Aznaran, Vicki Aznaran, their employees, agents,
13 representatives, officers, directors or assigns, in exchange for
14 your services or to reimburse you for expenses allegedly incurred
15 by you, in aiding them in legal disputes, other than your own,
16 with plaintiff or any of the entities or individuals listed or
17 referred to in paragraph 1 of the "Mutual Release of All Claims
18 and Settlement Agreement" of December, 1986, a copy of which is
19 attached to the Complaint in this action as Exhibit A;

20 34. Any document which refers to, concerns or mentions
21 plaintiff or any of the entities or individuals listed or
22 referred to in paragraph 1 of the "Mutual Release of All Claims
23 and Settlement Agreement" of December, 1986, a copy of which is
24 attached to the Complaint in this action as Exhibit A, which you
25 or your attorneys, from December 6, 1986 to the present, provided
26 to any representative of the media, including but not limited to
27 television, newspaper and/or radio representatives;

28 35. The Articles of Incorporation for the Gerald Armstrong

1 Corporation;

2 36. The By-laws of the Gerald Armstrong Corporation;

3 37. The Minutes of any meeting of the Board of Directors or
4 the shareholders of the Gerald Armstrong Corporation;

5 38. A copy of every literary or artistic work which is
6 purportedly owned by the Gerald Armstrong Corporation and which
7 refers or relates in any manner to your experiences with any of
8 the entities or individuals listed or referred to in paragraph 1
9 of the "Mutual Release of All Claims and Settlement Agreement" of
10 December, 1986, a copy of which is attached to the Complaint in
11 this action as Exhibit A, or with the Internal Revenue Service,
12 or which in any way refer to any Church of Scientology, the
13 Scientology religion, any member of any Church of Scientology,
14 any of the entities or individuals listed or referred to in
15 paragraph 1 of the "Mutual Release of All Claims and Settlement
16 Agreement" of December, 1986, a copy of which is attached to the
17 Complaint in this action as Exhibit A, or to the Internal Revenue
18 Service.

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3 PROOF OF SERVICE
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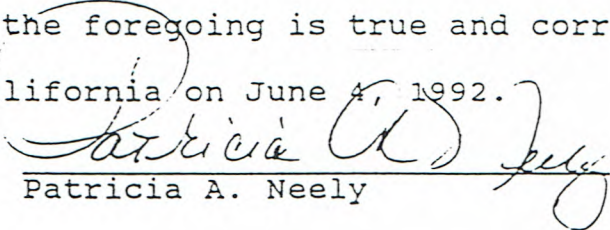
5 I declare that I am employed in the City and County of
6 San Francisco, California.

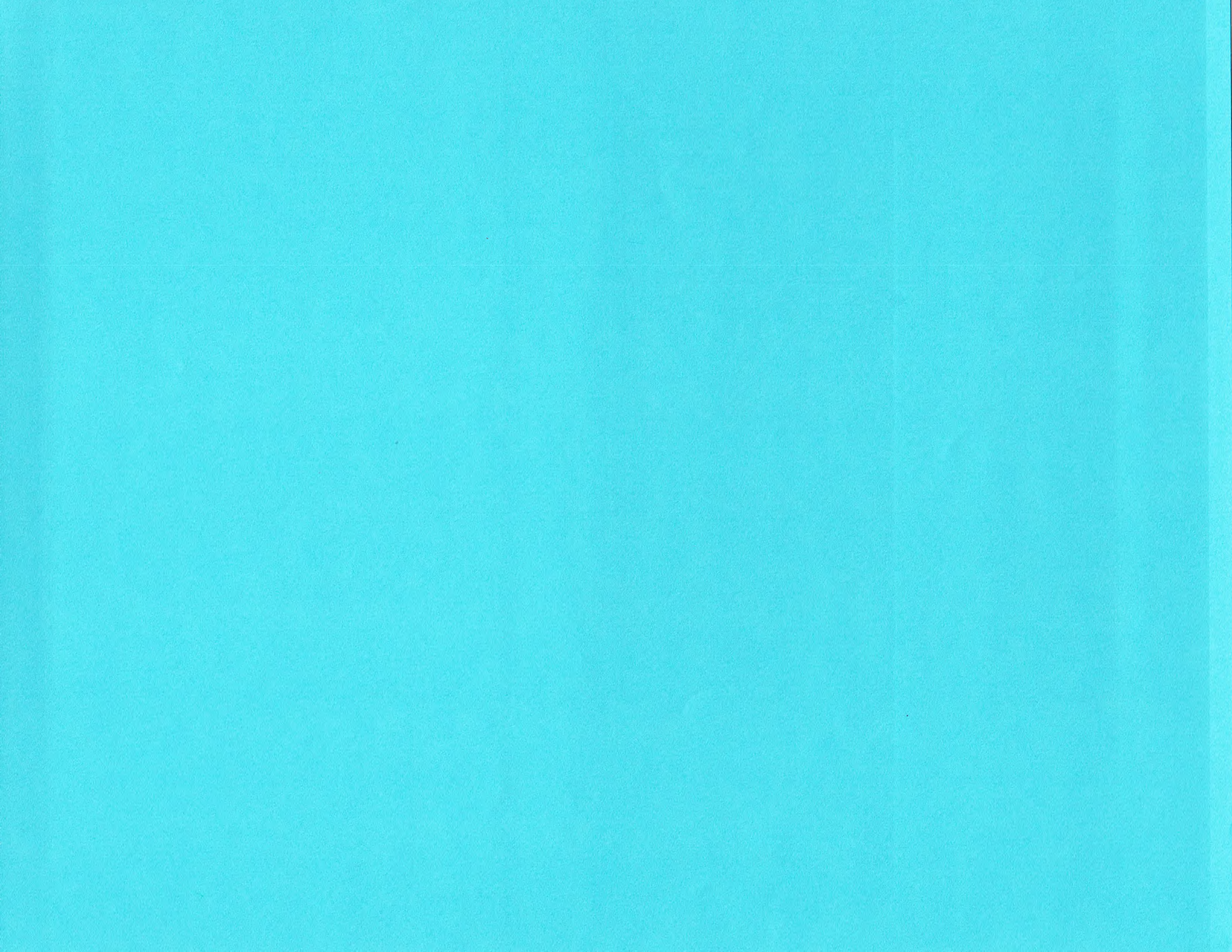
7 I am over the age of eighteen years and not a party to
8 the within entitled action. My business address is 235 Montgomery
9 Street, Suite 450, San Francisco, California.

10 On June 4, 1992, I caused the attached COPIES OF NOTICE
11 OF TAKING THE DEPOSITION OF THE GERALD ARMSTRONG CORPORATION AND
12 CIVIL SUBPOENA DUCES TECUM to be hand served via Lightning
13 Messenger Service to the following at the address listed below:

14 Ford Greene, Esq.
15 711 Sir Frances Drake Boulevard
16 San Anselmo, California

17 I declare under the penalty of perjury under the laws of
18 the State of California that the foregoing is true and correct.
19 Executed at San Francisco, California on June 4, 1992.

20 
21 Patricia A. Neely
22
23
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25
26
27
28



1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

cc Walton
3-11-93
Ad

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY) CASE NO. BC 052395
18 INTERNATIONAL, a California not-)
19 for-profit religious corporation,) PLAINTIFF'S SECOND REQUEST
20) FOR THE PRODUCTION OF
21) DOCUMENTS BY DEFENDANT
22) GERALD ARMSTRONG
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23 DEMANDING PARTY: Plaintiff Church of Scientology International

24 RESPONDING PARTY: Defendant Gerald Armstrong

25 SET NO.: 2

26 Plaintiff Church of Scientology International ("plaintiff")
27 demands, pursuant to C.C.P. §2031, that defendant, Gerald
28 Armstrong, produce the items described below, for inspection and

1 copying by plaintiff's attorneys, on April 13, 1993, at 10:00
2 a.m. at the offices of Wilson, Ryan & Campilongo, located at 235
3 Montgomery Street, Suite 450, San Francisco, California 94104.

4 A. DEFINITIONS AND EXPLANATIONS:

5 1. As used herein, the term "document" includes all
6 written, typewritten, printed and graphic materials of whatever
7 kind or nature, including, but not limited to, correspondence,
8 notes, memoranda, telegrams and cables, telexes, telecopies,
9 panafaxes, publications, contracts, agreements, insurance
10 policies, minutes, offers, analyses, projections, studies, books,
11 papers, records, reports, lists, calendars, diaries, statements,
12 complaints, filings with any court, tribunal or governmental
13 agency, corporate minutes, partnerships, agreements, ledgers,
14 transcripts, summaries, agendas, bills, invoices, receipts,
15 estimates, evaluations, personnel files, certificates,
16 instructions, manuals, bulletins, advertisements, periodicals,
17 accounting records, checks, check stubs, check registers,
18 canceled checks, money orders, negotiable instruments, sound
19 recordings, films, photographs, mechanical or electronic
20 recordings, tapes, transcriptions, blueprints, computer programs
21 and data, data processing cards, x-rays, laboratory reports and
22 all other medical tests and test results.

23 2. As used herein, the term "document" further means all
24 writings, originals and duplicates as defined in California
25 Evidence Code Sections 250, 255 and 260, whether in draft or
26 otherwise, including but not limited to, copies and non-identical
27 copies (whether different from the originals because of notes or
28 marks made on or attached to said copies or otherwise).

1 3. The words "and" and "or" as used herein shall both mean
2 "and/or."

3 4. The term "you" as used herein means the deponent.

4 5. If in response to this document production request you
5 decline or refuse to produce any documents based upon a claim of
6 privilege, at the time of production of these records, you are to
7 state in writing with respect to each such document the
8 following:

9 (a) An identification of the document with reasonable
10 specificity and particularity, including its nature (memo,
11 letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of privilege is
14 based or which supports said claim;

15 (d) With respect to each person who was present at the time
16 the document was prepared;

17 (1) Their name and last known business and residential
18 addresses and telephone numbers;

19 (2) Their employer and job title or capacity at time
20 that the document was prepared;

21 (e) With respect to each individual and entity to whom the
22 original or a copy of the document was sent:

23 (1) Their name and last known business and residential
24 addresses and telephone numbers;

25 (2) Their employer and job title or capacity at the
26 time that the original or the copy of the document was sent
27 to them;

28 (3) The date(s) when the document or copy was sent; and

1 (4) By whom the document or copy was sent.

2 (f) With respect to each individual and entity who to the
3 best of your knowledge, information or belief has seen the
4 original or any copy of the document;

5 (1) Their name and last known business and residential
6 addresses and telephone numbers;

7 (2) Their employer and job title or capacity at the
8 time the document or copy was seen by them; and

9 (g) With respect to each individual or entity who to the
10 best of your knowledge, information or belief had possession or
11 custody of the original or any copy of the document;

12 (1) Their names and last known business and residential
13 addresses and telephone numbers;

14 (2) The inclusive dates during which they had
15 possession or custody of the documents or copy;

16 (3) Their employer and job title or capacity at the
17 time that they had possession of the document or copy.

18 (h) Identify with reasonable specificity and particularity
19 each document which refers to discusses, analyzed, or comments
20 upon the document which you claim is privileged, or which
21 contains any and all of its contents.

22 B. DOCUMENTS AND THINGS TO BE PRODUCED:

23 1. All documents concerning or relating to the property
24 located at 707 Fawn Drive, San Anselmo, California 94960,
25 including without limitation, correspondence, financial records,
26 deeds, mortgages, contracts, agreements, or other documents of
27 any kind.

28 2. All documents relating to any financial transactions

1 which have occurred or are on-going relating to the property
2 located at 707 Fawn Drive, San Anselmo, California 94960.

3 3. All documents relating to any future or contemplated
4 transactions which are planned or contemplated relating to the
5 property located at 707 Fawn Drive, San Anselmo, California
6 94960

7 Dated: March 8, 1993

BOWLES & MOXON

8

9

By: Laurie J. Bartilson
Laurie J. Bartilson

10

11

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

12

Attorneys for Plaintiff
Church of Scientology
International

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On March 8, 1993, I served the foregoing document described as PLAINTIFF'S SECOND REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT GERALD ARMSTRONG on interested parties in this action

- by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;
- by placing the original a true copy thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

PAUL MORANTZ
P.O. Box 511
Pacific Palisades, CA 90272

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is

presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 8, 1993 at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on _____, 1993, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

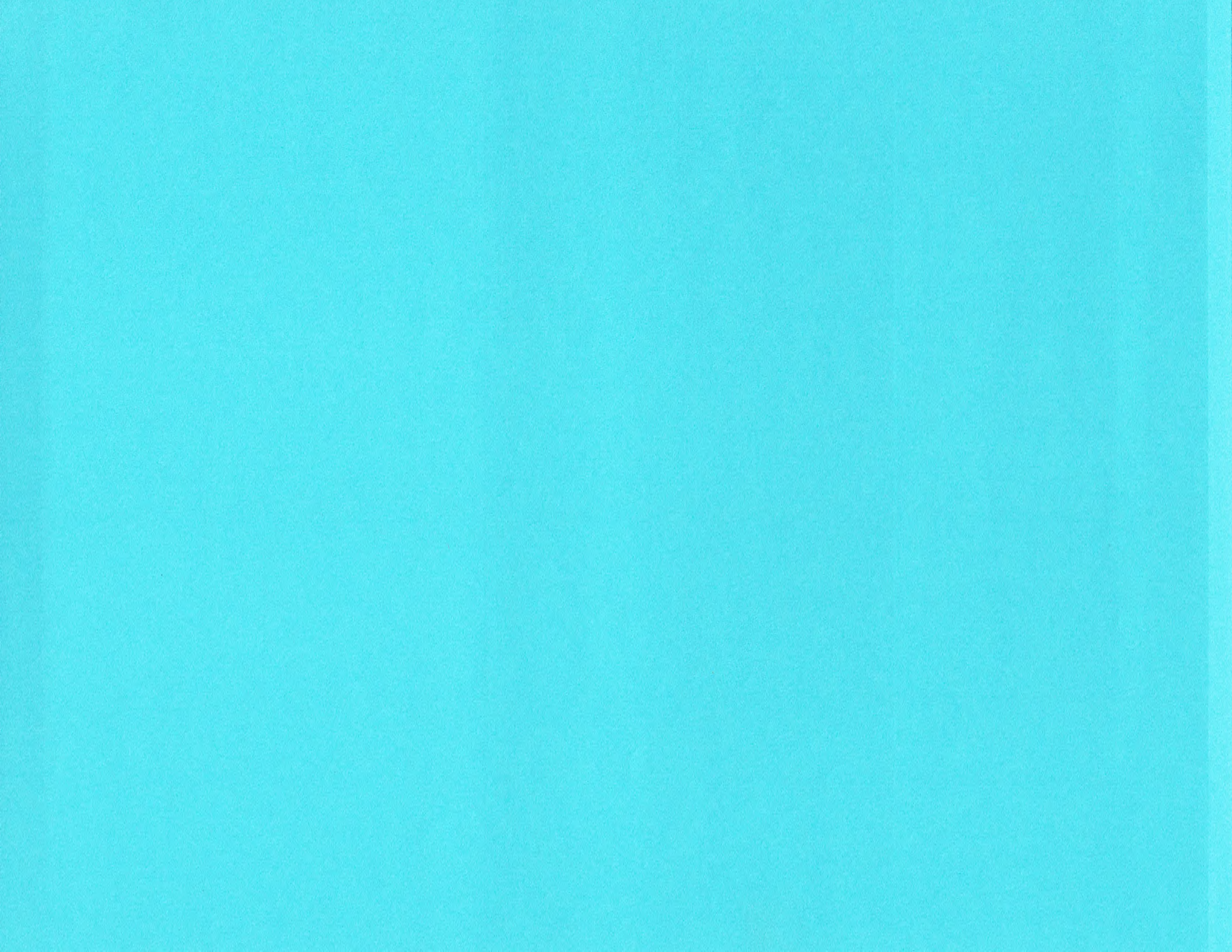
[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Gaubriel Becket
Type or Print Name

Gaubriel Becket
Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)



1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 953-3360

RECEIVED
AUG 12 1993
HUB LAW OFFICES

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY) Case No. BC 084642
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;) PLAINTIFF'S FIRST REQUEST
14) FOR THE PRODUCTION OF
Plaintiff,) OF DOCUMENTS BY DEFENDANT
15) GERALD ARMSTRONG
vs.)
16)
17)
GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
18 California corporation; DOES)
1-25 INCLUSIVE)
19)
Defendants.)
20)

21 DEMANDING PARTY: Plaintiff Church of Scientology International

22 RESPONDING PARTY: Defendant Gerald Armstrong

23 SET NO.: 1

24 Plaintiff Church of Scientology International ("plaintiff")
25 demands, pursuant to C.C.P. §2031, that defendant, Gerald
26 Armstrong, produce the items described below, for inspection and
27 copying by plaintiff's attorneys, on September 14, 1993 at 10:00
28 a.m. at the offices of Wilson, Ryan & Campilongo, located at 235

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All correspondence of any kind received by you or the
6 Gerald Armstrong Corporation from the Cult Awareness Network, its
7 employees, agents, representatives, attorneys, officers,
8 directors or assigns, after December 6, 1986, which relates to or
9 concerns the plaintiff, Scientology, or any of the entities or
10 individuals listed or referred to in paragraph 1 of the "Mutual
11 Release of All Claims and Settlement Agreement" of December,
12 1986;

13 2. All correspondence of any kind sent by you or the
14 Gerald Armstrong Corporation to the Cult Awareness Network, its
15 employees, agents, representatives, attorneys, officers,
16 directors or assigns, after December 6, 1986, which relates to or
17 concerns the plaintiff, Scientology, or any of the entities or
18 individuals listed or referred to in paragraph 1 of the "Mutual
19 Release of All Claims and Settlement Agreement" of December,
20 1986;

21 3. All correspondence of any kind received by you or the
22 Gerald Armstrong Corporation from Jerry and/or Hannah Whitfield,
23 their employees, agents, representatives, attorneys, or assigns,
24 after December 6, 1986, which relates to or concerns the
25 plaintiff, Scientology, or any of the entities or individuals
26 listed or referred to in paragraph 1 of the "Mutual Release of
27 All Claims and Settlement Agreement" of December, 1986;

28 4. All correspondence of any kind sent by you or the

1 Gerald Armstrong Corporation to Jerry and/or Hannah Whitfield,
2 their employees, agents, representatives, attorneys, or assigns,
3 after December 6, 1986, which relates to or concerns the
4 plaintiff, Scientology, or any of the entities or individuals
5 listed or referred to in paragraph 1 of the "Mutual Release of
6 All Claims and Settlement Agreement" of December, 1986;

7 5. All documents which in any way constitute, discuss,
8 mention, concern, relate or refer to that videotaped interview
9 which you provided to Jerry Whitfield in November, 1992;

10 6. All documents which in any way constitute, discuss,
11 mention, concern, relate or refer to that document shown on
12 Entertainment Television's "Entertainment Tonight" on August 5,
13 1993, and bearing the designation: "ONE HELL OF A STORY An
14 Original Treatment Written for Motion Picture Purposes Created
15 and Written by Gerald Armstrong;"

16 7. All documents which in any way constitute, mention,
17 concern, relate or refer to any motion picture, documentary,
18 video treatment, teleplay, screenplay, article, story, treatment,
19 project or script prepared by you which contains any reference to
20 plaintiff, Scientology, or any of the entities or individuals
21 listed in paragraph 1 of the "Mutual Release of All Claims and
22 Settlement Agreement" of December, 1986;

23 8. All correspondence of any kind received by you or the
24 Gerald Armstrong Corporation from Entertainment Television, its
25 employees, agents, representatives, attorneys, officers,
26 directors or assigns, after December 6, 1986, which relates to or
27 concerns the plaintiff, Scientology, or any of the entities or
28 individuals listed or referred to in paragraph 1 of the "Mutual

1 Release of All Claims and Settlement Agreement" of December,
2 1986;

3 9. All correspondence of any kind sent by you or the
4 Gerald Armstrong Corporation to Entertainment Television, its
5 employees, agents, representatives, attorneys, officers,
6 directors or assigns, after December 6, 1986, which relates to or
7 concerns the plaintiff, Scientology, or any of the entities or
8 individuals listed or referred to in paragraph 1 of the "Mutual
9 Release of All Claims and Settlement Agreement" of December,
10 1986;

11 10. All correspondence of any kind sent by you or the
12 Gerald Armstrong Corporation to anyone which in any way
13 discusses, mentions, concerns, relates or refers to that document
14 shown on Entertainment Television's "Entertainment Tonight" on
15 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
16 An Original Treatment Written for Motion Picture Purposes Created
17 and Written by Gerald Armstrong;"

18 11. All correspondence of any kind received by you or the
19 Gerald Armstrong Corporation from anyone which in any way
20 discusses, mentions, concerns, relates or refers to that document
21 shown on Entertainment Television's "Entertainment Tonight" on
22 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
23 An Original Treatment Written for Motion Picture Purposes Created
24 and Written by Gerald Armstrong;"

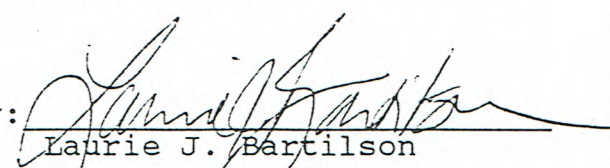
25 12. All correspondence of any kind sent by you or the
26 Gerald Armstrong Corporation to anyone which in any way
27 discusses, mentions, concerns, relates or refers to any document
28 authored by you, in whole or in part, including but not limited

1 to manuscripts, screenplays, motion picture treatments,
2 "fictionalizations," plays, articles, or scripts, which discuss,
3 mention, concern, relate, or refer to the plaintiff, Scientology,
4 or any of the entities or individuals listed or referred to in
5 paragraph 1 of the "Mutual Release of All Claims and Settlement
6 Agreement" of December, 1986;

7 13. All correspondence of any kind received by you or the
8 Gerald Armstrong Corporation from anyone which in any way
9 discusses, mentions, concerns, relates or refers to any document
10 authored by you, in whole or in part, including but not limited
11 to manuscripts, screenplays, motion picture treatments,
12 "fictionalizations," plays, articles, or scripts, which discuss,
13 mention, concern, relate, or refer to the plaintiff, Scientology,
14 or any of the entities or individuals listed or referred to in
15 paragraph 1 of the "Mutual Release of All Claims and Settlement
16 Agreement" of December, 1986.

17 Dated: August 10, 1993

BOWLES & MOXON

18
19 By: 
20 Laurie J. Bartilson

21 Andrew H. Wilson
22 WILSON, RYAN & CAMPILONGO

23 Attorneys for Plaintiff
24 Church of Scientology
25 International

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27
28
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On August 10, 1993, I served the foregoing document described as PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT GERALD ARMSTRONG on interested parties in this action

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be

deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on August 10, 1993 at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State

Type or Print Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)